

DATA DELIVERY AUTHORIZATION

By signing this Data Delivery Authorization ("**Authorization**"), the undersigned subscriber ("**Subscriber**") authorizes NDCHealth Corporation d/b/a RelayHealth ("**RelayHealth**") to provide Subscriber Data (defined below) to Data Recipient (defined below) in accordance with the terms and conditions of this Authorization.

RECITALS

Subscriber transmits, directly or through a vendor, certain electronic healthcare claim transactions to RelayHealth.

Subscriber desires RelayHealth to deliver those claims to a third party, in accordance with the terms and conditions set forth herein.

In consideration of the above premises, the covenants and conditions contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Subscriber, intending to be legally bound, agrees as follows:

1. **Permitted Disclosures of PHI by RelayHealth.** Subscriber authorizes RelayHealth to disclose to the entity named in Appendix A attached to this Authorization ("**Data Recipient**"), certain prescription claims transactions (including protected health information) that RelayHealth receives from, or creates, maintains or transmits on behalf of, Subscriber ("**Subscriber Data**") pursuant to an agreement between RelayHealth and Subscriber's pharmacy software vendor. Subscriber Data is particularly described in Appendix A.
2. **Subscriber's Representations and Warranties.** Subscriber represents and warrants that (i) it has obtained all patient consents and authorizations necessary to disclose Subscriber Data to RelayHealth and to direct RelayHealth to disclose such data to Data Recipient, (ii) it will promptly provide, upon RelayHealth's request, written evidence of such patient consents and authorizations, and (iii) the disclosure of Subscriber information as described herein and the purpose of such disclosure does not conflict with any contract to which Subscriber is a party and is permitted by law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended and supplemented by the Health Information Technology for Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and its implementing regulations (collectively, "**HIPAA**").
3. **Charges.** Subscriber shall have no obligation to pay RelayHealth for delivering Subscriber Data to Data Recipient. RelayHealth shall seek payment for such data delivery from Data Recipient.
4. **Termination.** Either RelayHealth or Subscriber may terminate this Authorization by providing ten (10) business days prior written notice to the other. RelayHealth may, without liability, immediately terminate this Authorization or suspend delivery of Subscriber Data, if it determines, in its reasonable discretion, that such delivery violates any contractual obligation, HIPAA or other applicable law.
5. **Warranty Disclaimer.** THE DELIVERED DATA IS PROVIDED "AS IS". ALL WARRANTIES AND REPRESENTATIONS, EXCEPT FOR THOSE SPECIFICALLY SET FORTH HEREIN, OF ANY KIND AND OF ANY NATURE WITH REGARD TO THE DELIVERED DATA ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RELAYHEALTH DOES NOT WARRANT THAT THE DELIVERED DATA WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT IT IS COMPLETE OR ERROR FREE.

6. **Limitations.** IN NO EVENT WILL RELAYHEALTH BE LIABLE FOR DAMAGES OF ANY NATURE ARISING FROM OR IN CONNECTION WITH THIS AUTHORIZATION, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OTHER INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
7. **Governing Law.** This Authorization will be governed and construed in accordance with the laws of the State of California, without regard to conflicts of laws provisions.

This Data Delivery Authorization may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall together constitute one and the same Data Delivery Authorization. The parties shall be entitled to sign and transmit an electronic signature of this Data Delivery Authorization (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Data Delivery Authorization upon request.

IN WITNESS WHEREOF, Subscriber has executed this Authorization as of the date signed below.

SUBSCRIBER: San Bernardino County on behalf of Arrowhead Regional Medical Center

Signature: _____

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____

Appendix A

DATA RECIPIENT
National Health Information Network, Inc. E1 NHIN2 – THIRD-PARTY ONLY <input type="checkbox"/> F2 NHIN2 – THIRD-PARTY AND CASH <input type="checkbox"/>

DESCRIPTION OF SUBSCRIBER DATA
<p>“Subscriber Data” means Subscriber’s prescription claims processed through the RelayHealth Intelligent Health Network from the execution of this Data Delivery Authorization and implementation by RelayHealth, until otherwise terminated by either party for the following pharmacy stores. Subscriber may provide authorization for additional pharmacy stores by supplementing Attachment 1 to this Appendix A.</p> <ol style="list-style-type: none">1. Store Name _____ NCPDP: _____ NPI: _____2. Store Name _____ NCPDP: _____ NPI: _____3. Store Name _____ NCPDP: _____ NPI: _____4. Store Name _____ NCPDP: _____ NPI: _____5. Store Name _____ NCPDP: _____ NPI: _____6. Store Name _____ NCPDP: _____ NPI: _____7. Store Name _____ NCPDP: _____ NPI: _____8. Store Name _____ NCPDP: _____ NPI: _____

FORMAT AND DELIVERY METHOD
RelayHealth will deliver Subscriber Data to Data Recipient as individual or batched claims in NCPDP telecommunication standard format via FTP or other acceptable media.

PURPOSE OF DELIVERY
Analysis of claims data reconciliation

Attachment 1

Additional Pharmacy Stores

[illegible]